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1 MICROSOFT CORPORATION, a
2 Washington corporation,

3 Plaintiff,

4 v.

5 A&S ELECTRONICS, INC., a California
6 corporation, d/b/a TRUSTPRICE.COM;
7 ALAN Z. LIN, an individual; and
8 JOHN DOES 1-5,

9 Defendants.

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1 “Defendants”) and to enjoin Defendants’ future infringements. Until at least April 2008,
2 Defendants were actively engaged in the illegal and unlawful business of (a) distributing
3 copyrighted Microsoft Student Media software in the United States that, upon information
4 and belief, was intended for schools and other qualified educational users abroad, (b)
5 importing to the United States that copyrighted software without approval or authorization
6 from Microsoft, and (c) distributing counterfeit, tampered, and/or infringing Microsoft
7 software and components, and counterfeit and/or unauthorized product keys used to install,
8 activate, and/or use that software. By this action, Microsoft seeks damages and injunctive
9 relief against Defendants.

10 **THE PARTIES**

11 2. Plaintiff Microsoft is a Washington corporation with its principal place of
12 business in Redmond, Washington. Microsoft develops, markets, distributes, and licenses
13 computer software.

14 3. Defendant A&S Electronics, Inc. (“A&S Electronics”), doing business as
15 “TrustPrice.com,” is a California corporation with its principal place of business in
16 Milpitas, California. A&S Electronics distributes computer software and components on
17 the Internet through a web site at www.trustprice.com, and by other means. As a direct and
18 proximate result of A&S Electronics’ wrongful conduct, Microsoft has suffered damages
19 and other harm.

20 4. Defendant Alan Z. Lin (“Lin”) is, on information and belief, a resident of
21 Fremont, California. Lin controls and operates defendant A&S Electronics and, in records
22 filed with the California Secretary of State, is identified as the registered agent and principal
23 for A&S Electronics. Upon information and belief, defendant Lin personally participated in
24 and/or had the right and ability to supervise, direct and control A&S Electronics’ wrongful
25 conduct as alleged in this Complaint, derived direct financial benefit from that wrongful
26

1 and/or magnetic diskettes, and they are packaged and distributed with associated
2 proprietary materials such as user's guides, user's manuals, end-user license agreements
3 ("EULAs"), Certificates of Authenticity ("COAs"), and other components.

4 11. As an added security feature, certain Microsoft software requires a special
5 Product Key or keycode that must be entered for the software to work. Product Keys are
6 25-character alphanumeric codes generated by Microsoft; and each key is unique to the
7 licensee to whom it is distributed.

8 12. Microsoft and its partners distribute some software and other components
9 through special academic programs to provide low cost software to students currently
10 enrolled in K-12 and higher educational institutions. Microsoft distributes Student Media at
11 a discount to provide students in the United States, in developing nations, and worldwide
12 low cost access to the latest software technology and information in furtherance of their
13 educational development. The Student Media program is intended only for students at
14 qualified educational institutions and the license agreements under which such media is
15 distributed restrict the distribution of such media to those students.

16 13. In the United States, an institution enrolled in one of the special academic
17 programs may order Student Media software throughout the term of its agreement only
18 from Authorized Education Resellers ("AERs"). Microsoft AERs are specially trained and
19 authorized to distribute Student Media to qualified education users. Academic institutions,
20 AERs, and students are prohibited from reselling Student Media software because the
21 programs through which Student Media software is distributed are designed to provide low
22 cost software to qualified students, and not to the general public.

23 14. As part of its international licensing and distribution programs, Microsoft
24 also imposes geographic restrictions on the distribution of Microsoft products, including
25 Student Media. For example, Student Media distributed to Europe, the Middle East, or
26 Africa is not licensed for use in North America.

1 15. Microsoft also distributes certain specially licensed software and licensing
2 documents at no charge through a program called "Fresh Start for Donated Computers," the
3 purpose of which is to help primary and secondary (K-12) schools to ensure the computers
4 they receive by donations are running legitimate, properly licensed software programs.

5 16. Microsoft Windows 98: Microsoft has developed, advertises, markets,
6 distributes and licenses a software package known as Microsoft Windows 98 ("Windows
7 98"). Windows 98 performs a number of computer-related operations including, but not
8 limited to, allocating computer memory, scheduling the execution of application software,
9 and managing the flow of information and communication among the various components
10 of the personal computer. Microsoft holds a valid copyright in Windows 98 (including
11 user's reference manuals, user's guides, and screen displays) that was duly and properly
12 registered with the United States Copyright Office. A true and correct copy of the
13 Registration Certificate for Microsoft Windows 98, bearing number TX 4-687-920, is
14 attached as Exhibit 1 and is incorporated by reference.

15 17. Microsoft Windows XP Professional: Microsoft has developed, advertises,
16 markets, distributes, and licenses a software package known as Microsoft Windows XP
17 Professional ("Windows XP"). Windows XP is an operating system for desktop and laptop
18 systems. It performs a number of computer-related operations including, but not limited to,
19 providing support for various applications and allowing remote access to data and
20 applications stored in Windows XP desktops from network connections. Microsoft holds a
21 valid copyright in Windows XP (including user's reference manuals, user's guides, and
22 screen displays) that was duly and properly registered with the United States Copyright
23 Office. A true and correct copy of the Registration Certificate for Microsoft Windows XP,
24 bearing the number TX 5-407-055 is attached hereto as Exhibit 2 and is incorporated by
25 reference.
26

1 18. Microsoft Office Ultimate 2007: Microsoft Office Ultimate 2007 (“Office
2 2007”) is a suite of popular Microsoft software programs. Microsoft holds a valid
3 copyright in Office 2007 (including user’s reference manuals, user’s guides, and screen
4 displays) that was duly and properly registered with the United States Copyright Office. A
5 true and correct copy of the Registration Certificate for Microsoft Office 2007, bearing
6 number TX 6-504-552, is attached as Exhibit 3 and is incorporated by reference. Office
7 2007 includes the following popular Microsoft software programs:

8 a. Microsoft Access 2007, a program that allows users to create and
9 manipulate databases and to store data. Microsoft holds a valid copyright in Microsoft
10 Access 2007 (including user’s reference manuals, user’s guides, and screen displays) that
11 was duly and properly registered with the United States Copyright Office. A true and
12 correct copy of the Copyright Registration Certificate for Microsoft Access 2007, bearing
13 number TX 6-524-395, is attached as Exhibit 4 and is incorporated by reference.

14 b. Microsoft Accounting Professional 2007, a program that manages
15 home-based business or small business finances. Microsoft holds a valid copyright in
16 Microsoft Accounting Professional 2007 (including user’s reference manuals, user’s
17 guides, and screen displays) that was duly and properly registered with the United States
18 Copyright Office. A true and correct copy of the Copyright Registration Certificate for
19 Microsoft Accounting Professional 2007, bearing number TX 6-624-817, is attached as
20 Exhibit 5 and is incorporated by reference.

21 c. Microsoft Excel 2007, a program that allows users to create and
22 manipulate spreadsheets, perform calculations, and store numerical data. Microsoft holds
23 a valid copyright in Microsoft Excel 2007 (including user’s reference manuals, user’s
24 guides, and screen displays) that was duly and properly registered with the United States
25 Copyright Office. A true and correct copy of the Copyright Registration Certificate for
26

1 Microsoft Excel 2007, bearing number TX 6-524-399, is attached as Exhibit 6 and is
2 incorporated by reference.

3 d. Microsoft Outlook 2007 with Business Contact Manager, a program
4 that allows users and networked teams to create and manage calendars, tasks, contacts,
5 critical business information, and email communications. Microsoft holds a valid
6 copyright in Microsoft Outlook 2007 with Business Contact Manager (including user's
7 reference manuals, user's guides, and screen displays) that was duly and properly
8 registered with the United States Copyright Office. A true and correct copy of the
9 Copyright Registration Certificate for Microsoft Outlook 2007 with Business Contact
10 Manager, bearing number TX 6-524-393, is attached as Exhibit 7 and is incorporated by
11 reference.

12 e. Microsoft PowerPoint 2007, a program that allows users to create,
13 organize and present overhead and slide presentations. Microsoft holds a valid copyright
14 in Microsoft PowerPoint 2007 (including user's reference manuals, user's guides, and
15 screen displays) that was duly and properly registered with the United States Copyright
16 Office. A true and correct copy of the Copyright Registration Certificate for Microsoft
17 PowerPoint 2007, bearing number TX 6-524-389, is attached as Exhibit 8 and is
18 incorporated by reference.

19 f. Microsoft Publisher 2007, a desktop publishing program that allows
20 users to create, customize, and publish materials such as newsletters, brochures, flyers,
21 catalogs, and Web sites. Microsoft holds a valid copyright in Microsoft Publisher 2007
22 (including user's reference manuals, user's guides, and screen displays) that was duly and
23 properly registered with the United States Copyright Office. A true and correct copy of
24 the Copyright Registration Certificate for Microsoft Publisher 2007, bearing number
25 TX 6-524-388, is attached as Exhibit 9 and is incorporated by reference.
26

1 g. Microsoft Word 2007, a program that allows users to create and edit
2 reports and documents. Microsoft holds a valid copyright in Microsoft Word 2007
3 (including user's reference manuals, user's guides, and screen displays) that was duly and
4 properly registered with the United States Copyright Office. A true and correct copy of
5 the Copyright Registration Certificate for Microsoft Word 2007, bearing number
6 TX 6-524-398, is attached as Exhibit 10 and is incorporated by reference.

7 **DEFENDANTS' UNLAWFUL CONDUCT**

8 19. Beginning at a time unknown and continuing to the present, the
9 TrustPrice.com Defendants have actively engaged in the illegal and unlawful business of
10 trafficking in counterfeit, tampered and/or infringing computer software and components,
11 and counterfeit and/or unauthorized product keys used to install and use that software.
12 Additionally, the TrustPrice.com Defendants and the John Doe Defendants, individually
13 and as members of the conspiracy described more fully below, have conspired to and are
14 actively engaged in the illegal and unlawful business of (a) importing to the United States
15 as yet unknown quantities of Microsoft Student Media software that was manufactured
16 and licensed for use outside the United States, without approval or authorization from
17 Microsoft, and (b) distributing that Student Media, which was manufactured and licensed
18 for educational use only, to individuals and entities not qualified to use the software,
19 without approval or authorization from Microsoft. Upon information and belief,
20 Defendants are attempting to exploit the difference between the retail prices of Microsoft
21 software in the United States and the reduced prices of Microsoft software licensed for
22 educational use abroad.

23 20. The TrustPrice.com Defendants advertise and distribute infringing
24 Microsoft software, including Student Media software imported to the United States
25 without approval or authorization from Microsoft, in interstate commerce through the
26 TrustPrice.com Defendants' web site www.trustprice.com.

1 21. Upon information and belief, the John Doe Defendants import to the United
2 States, without approval or authorization from Microsoft, infringing Microsoft software,
3 including Student Media software manufactured and licensed for exclusive use abroad.
4 Upon information and belief the John Doe Defendants distribute that infringing Microsoft
5 software in interstate commerce in the United States.

6 22. On or about September 10, 2002, Microsoft filed a Complaint against
7 Defendants A&S Electronics, Inc., Alan Lin and others, for trademark infringement and
8 other claims (No. C 02 4359 SI, N.D. Cal.). The case was settled in May 2003, and a
9 Stipulated Permanent Injunction was entered on June 24, 2003.

10 23. On or about July 22, 2005, an investigator placed an order for one unit of a
11 Microsoft product known as Windows XP Professional from Icomp, LLC, located in
12 Oklahoma City, Oklahoma. The shipping label on the shipment identified the return
13 address as 523 Montague Expressway, Milpitas, California, a known address of A&S
14 Electronics, Inc. Microsoft examined the software (CD-ROM) and determined that it was
15 infringing because it was Student Media licensed for exclusive distribution to qualified
16 educational users participating in a special academic volume licensing program.

17 24. On or about August 18, 2005, Microsoft notified Defendant A&S
18 Electronics by letter that Microsoft had determined that A&S Electronics has distributed
19 infringing Microsoft volume license software. The letter demanded that the A&S
20 Electronics immediately cease and desist all infringing activity and warned that Microsoft
21 reserved "the right to seek all available legal remedies without further notice." The letter
22 was delivered by Federal Express to the current business address (523 Montague
23 Expressway, Milpitas, CA 95035) for A&S Electronics, Inc.

24 25. On or about April 11, 2006, an investigator placed an order for one unit of a
25 Microsoft product known as Windows 98 from the TrustPrice.com Defendants through
26 their website www.trustprice.com. Microsoft examined the software (CD-ROM) and

1 determined that it was infringing because the software was intended for distribution under
2 Microsoft's "Fresh Start" program, and the CD artwork, part number and text indicating
3 this intended use had been removed from the face of the CD.

4 26. In or about July and August 2007, Microsoft received complaints from
5 individuals who contacted Microsoft to report their receipt of "Not for Resale" Microsoft
6 software through purchases made from the TrustPrice.com Defendants on their website
7 www.trustprice.com.

8 27. On or about February 11, 2008, an investigator placed an order for one unit
9 of a Microsoft product known as Windows XP Professional x64 Edition from the
10 TrustPrice.com Defendants through their web site www.trustprice.com. Microsoft
11 examined the software (CD-ROM) and determined that it was infringing because it was
12 Student Media licensed for exclusive distribution to qualified educational users
13 participating in a special academic licensing program. Additionally, the software was
14 manufactured outside the United States and was not licensed for distribution or use in the
15 United States. Upon information and belief, the John Doe Defendants imported this
16 software to the United States and/or distributed the software in interstate commerce to the
17 TrustPrice.com Defendants.

18 28. On or about February 20, 2008, an investigator placed an order for one unit
19 of Microsoft Windows XP Professional x64 Edition from the TrustPrice.com Defendants
20 through their web site www.trustprice.com. Microsoft examined the software (CD-ROM)
21 and determined that it was infringing because it was Student Media licensed for exclusive
22 distribution to qualified educational users participating in a special academic program.
23 Additionally, the software was manufactured outside the United States and was not licensed
24 for distribution or use in the United States. Upon information and belief, the John Doe
25 Defendants imported this software to the United States and/or distributed the software in
26 interstate commerce to the TrustPrice.com Defendants.

30. On or about April 9, 2008, an investigator placed an order for one unit of what was described as “Microsoft Office 2007 Professional License (Keycode Only – No CD – Download Software Online)” from the TrustPrice.com Defendants through their web site www.trustprice.com. The Defendants, using the email address sales@trustprice.com sent the investigator the “keycode” contained in an email on April 10, 2008. Microsoft examined the “keycode” received by e-mail by the investigator, and determined that it was in fact a wrongfully obtained and illicitly distributed Microsoft Product Key.

31. Upon information and belief, Defendants' violations are willful, deliberate and committed with prior notice and knowledge of Microsoft's copyrights. Defendants' wrongful conduct has caused and continues to cause significant and irreparable harm to Microsoft. Microsoft brings this action to recover damages for the harm it has sustained, to impose a constructive trust upon the Defendants' illegal profits and assets purchased with those profits, and to obtain injunctive relief prohibiting Defendants' further violations and infringements.

(Copyright Infringement, 17 U.S.C. § 501, *et seq.*)

32. Microsoft repeats and incorporates by this reference each and every allegation set forth in paragraphs 1 through 31, inclusive.

1 33. Microsoft is the sole owner and licensor of Microsoft Windows 98,
2 Windows XP, and other software and components covered by Microsoft's registered
3 copyrights and bearing Microsoft's registered trademarks or imitations thereof, and of all
4 corresponding copyrights and Certificates of Registration.

5 34. Defendants have infringed the copyrights in Microsoft's software including,
6 but not limited to, Microsoft Windows 98, Windows XP, and other software and
7 components covered by Microsoft's registered copyrights and bearing Microsoft's
8 registered trademarks or imitations thereof, by distributing infringing materials in the
9 United States of America, without approval or authorization from Microsoft.

10 35. Defendants' conduct has been willful within the meaning of the Copyright
11 Act. At a minimum, Defendants acted with willful blindness to and in reckless disregard of
12 Microsoft's registered copyrights.

13 36. As a result of their wrongful conduct, Defendants are liable to Microsoft for
14 copyright infringement. Microsoft has suffered, and will continue to suffer, substantial
15 losses, including, but not limited to, damage to its business reputation and goodwill.
16 Microsoft is entitled to recover damages, which include its losses and all profits Defendants
17 have made as a result of their wrongful conduct, pursuant to 17 U.S.C. § 504(b).

18 37. Alternatively, Microsoft is entitled to statutory damages pursuant to 17
19 U.S.C. § 504(c). In addition, because Defendants' infringement has been willful within the
20 meaning of the Copyright Act, the award of statutory damages should be enhanced pursuant
21 to 17 U.S.C. § 504(c)(2).

22 38. Microsoft is also entitled to injunctive relief pursuant to 17 U.S.C. § 502 and
23 to an order impounding any and all infringing materials pursuant to 17 U.S.C. § 503.
24 Microsoft has no adequate remedy at law for Defendants' wrongful conduct because,
25 among other things, (a) Microsoft's copyrights are unique and valuable property which
26 have no readily determinable market value, (b) Defendants' infringement harms Microsoft's

1 business reputation and goodwill such that Microsoft could not be made whole by any
2 monetary award, and (c) Defendants' wrongful conduct, and the resulting damage to
3 Microsoft, is continuing.

4 39. Microsoft is also entitled to recover its attorney's fees and costs of suit
5 pursuant to 17 U.S.C. § 505.

6 **CLAIM II**

7 **(Infringing Importation of Copyrighted Works, 17 U.S.C. § 602)**

8 40. Microsoft repeats and incorporates by this reference each and every
9 allegation set forth in paragraphs 1 through 39, inclusive.

10 41. Microsoft is the sole owner and licensor of Microsoft Windows XP, Office
11 2007, and other software and components covered by Microsoft's registered copyrights and
12 bearing Microsoft's registered trademarks or imitations thereof, and of all corresponding
13 copyrights and Certificates of Registration. Microsoft manufactures certain software media
14 for distribution in countries other than the United States.

15 42. Defendants have infringed the copyrights in Microsoft's software including,
16 but not limited to, Microsoft Windows XP, Office 2007, and other software and
17 components covered by Microsoft's registered copyrights and bearing Microsoft's
18 registered trademarks or imitations thereof, by importing to the United States and/or
19 distributing in the United States that copyrighted software, without approval or
20 authorization from Microsoft.

21 43. Defendants' conduct has been willful within the meaning of the Copyright
22 Act. At a minimum, Defendants acted with willful blindness to and in reckless disregard of
23 Microsoft's registered copyrights.

24 44. As a result of their wrongful conduct, Defendants are liable to Microsoft for
25 copyright infringement. Microsoft has suffered, and will continue to suffer, substantial
26 losses, including, but not limited to, damage to its business reputation and goodwill.

1 Microsoft is entitled to recover damages, which include its losses and all profits Defendants
2 have made as a result of its wrongful conduct, pursuant to 17 U.S.C. § 504(b).

3 45. Alternatively, Microsoft is entitled to statutory damages pursuant to 17
4 U.S.C. § 504(c). In addition, because Defendants' infringement has been willful within the
5 meaning of the Copyright Act, the award of statutory damages should be enhanced pursuant
6 to 17 U.S.C. § 504(c)(2).

7 46. Microsoft is also entitled to injunctive relief pursuant to 17 U.S.C. § 502 and
8 to an order impounding any and all infringing materials pursuant to 17 U.S.C. § 503.
9 Microsoft has no adequate remedy at law for Defendants' wrongful conduct because,
10 among other things, (a) Microsoft's copyrights are unique and valuable property which
11 have no readily determinable market value, (b) Defendants' infringement harms Microsoft's
12 business reputation and goodwill such that Microsoft could not be made whole by any
13 monetary award, and (c) Defendants' wrongful conduct, and the resulting damage to
14 Microsoft, is continuing.

15 47. Microsoft is also entitled to recover its attorney's fees and costs of suit
16 pursuant to 17 U.S.C. § 505.

17 CLAIM III

18 (Digital Millennium Copyright Act, 17 U.S.C. § 1201(a)(2))

19 48. Microsoft repeats and incorporates by this reference each and every
20 allegation set forth in paragraphs 1 through 47, inclusive.

21 49. Defendants were and are actively engaged in the business of trafficking in
22 counterfeit and/or unauthorized Product Keys, knowing or having reason to know that such
23 Product Keys (a) are primarily designed or produced for the purpose of circumventing
24 technological measures that effectively control access to copyrighted Microsoft software,
25 (b) have only limited commercially significant purpose or use other than to circumvent
26 technological measures that effectively control access to copyrighted Microsoft software, or

(c) are marketed by Defendants and persons acting in concert with Defendants for use in circumventing technological measures that effectively control access to copyrighted Microsoft software, in violation of 17 U.S.C. § 1201(a)(2).

50. Defendants' violations have injured and will continue to injure Microsoft by depriving Microsoft of sales of authorized software, impairing Microsoft's ability to protect its intellectual property rights, and interfering with Microsoft's contractual and prospective business relations. Microsoft is entitled to recover actual damages and Defendants' profits made as a result of their wrongful conduct, pursuant to 17 U.S.C. § 1203(c)(2).

Alternatively, Microsoft is entitled to statutory damages pursuant to 17 U.S.C. § 1203(c)(3).

51. Defendants have violated 17 U.S.C. § 1201(a)(2) willfully and for purposes of commercial advantage or private financial gain.

52. Microsoft is also entitled to injunctive relief pursuant to 17 U.S.C. § 1203(b)(1) and to an order impounding any materials involved in violation of the Digital Millennium Copyright Act pursuant to 17 U.S.C. § 1203(b)(3). Defendants knew or should have known that importing (to the United States), offering to the public, providing and trafficking in counterfeit and/or unauthorized Product Keys was and is illegal and prohibited. Such violations have caused and will continue to cause Microsoft irreparable harm, and Microsoft has no adequate remedy at law to redress any such continued violations. Unless restrained by this Court, Defendants will continue to violate 17 U.S.C. § 1201(a)(2).

53. Microsoft is also entitled to recover its attorney's fees and costs of suit pursuant to 17 U.S.C. § 1203.

PRAYER FOR RELIEF

WHEREFORE, Microsoft respectfully requests judgment as follows:

1. That the Court enter a judgment against Defendants finding that they have:

1 a. willfully infringed Microsoft's rights in the following federally
2 registered copyrights, in violation of 17 U.S.C. § 501:

3 (1) TX 4-687-920 ("Microsoft Windows 98");

4 (2) TX 5-407-055 ("Microsoft Windows XP");

5 (3) Other items or works protected by Microsoft copyrights;

6 b. were and are actively engaged in the business of offering to the
7 public, providing and trafficking in counterfeit and/or unauthorized Product Keys, knowing
8 or having reason to know that such Product Keys (a) are primarily designed or produced for
9 the purpose of circumventing technological measures that effectively control access to
10 copyrighted Microsoft software, (b) have only limited commercially significant purpose or
11 use other than to circumvent technological measures that effectively control access to
12 copyrighted Microsoft software, or (c) are marketed by Defendants and persons acting in
13 concert with Defendants for use in circumventing technological measures that effectively
14 control access to copyrighted Microsoft software, in violation of 17 U.S.C. § 1201(a)(2);

15 c. willfully infringed Microsoft's rights by importing to the United
16 States Microsoft Windows XP and other software and components covered by Microsoft's
17 registered copyrights and bearing Microsoft's registered trademarks or imitations thereof;

18
19 d. otherwise injured the business reputation and business of Microsoft
20 by the acts and conduct set forth in this Complaint.

21 2. That the Court issue preliminary and permanent injunctive relief against
22 Defendants, and that their officers, agents, representatives, servants, employees, attorneys,
23 successors and assigns, and all others in active concert or participation with Defendants, be
24 enjoined and restrained from:

1 a. imitating, copying, or making any other infringing use or importation
2 to the United States or elsewhere, or infringing distribution of the software and/or materials
3 now or hereafter protected by the following copyright Certificates Registration Nos.:

4 (1) TX 4-687-920 ("Microsoft Windows 98");

5 (2) TX 5-407-055 ("Microsoft Windows XP");

6 (3) Other items or works protected by Microsoft copyrights;

7 b. importing (to the United States), offering to the public, providing and
8 trafficking in counterfeit and/or unauthorized Product Keys, knowing or having reason to
9 know that such Product Keys (a) are primarily designed or produced for the purpose of
10 circumventing technological measures that effectively control access to copyrighted
11 Microsoft software, (b) have only limited commercially significant purpose or use other
12 than to circumvent technological measures that effectively control access to copyrighted
13 Microsoft software, or (c) are marketed by Defendants and persons acting in concert with
14 Defendants for use in circumventing technological measures that effectively control access
15 to copyrighted Microsoft software;

16 c. redistributing Microsoft Student Media distributed under an
17 academic program agreement;

18 d. assisting, aiding, or abetting any other person or business entity in
19 engaging in or performing any of the activities referred to in subparagraphs (a)-(c) above.

20 3. That the Court enter an order, pursuant to 17 U.S.C. §§ 503(a), 509(a) and
21 1203(b) and 28 U.S.C. § 1651(a), impounding all infringing Microsoft software and/or
22 materials, or any Microsoft documentation or packaging, and any related items, including
23 business records, that are in Defendants' possession or under their control, and ordering the
24 return, remedial destruction, or other appropriate disposition of all impounded items;

25 4. That the Court enter an order, pursuant 17 U.S.C. § 504(b) and 1203(c),
26 declaring that Defendants hold in trust, as constructive trustee for the benefit of Microsoft,

1 all "profits" received by Defendants from their importation, distribution or sale of
2 infringing Microsoft software and/or materials, and issue temporary, preliminary and
3 permanent injunctive relief enjoining and restraining Defendants and their agents from
4 transferring, concealing or dissipating all profits and assets acquired in whole or in part with
5 those profits;

6 5. That the Court order Defendants to pay Microsoft's general, special, actual,
7 and statutory damages as follows:

8 a. Microsoft's damages and Defendants' profits pursuant to 17 U.S.C. §
9 504(b) or, alternatively, enhanced statutory damages pursuant to 17 U.S.C. § 504(c) and 17
10 U.S.C. § 504(c)(2), for Defendants' willful infringement of Microsoft's copyrights;

11 b. Microsoft's damages and Defendants' profits pursuant to 17 U.S.C. §
12 1203(c)(2) or, alternatively, statutory damages pursuant to 17 U.S.C. § 1203(c)(3);

13 6. That the Court enter an order requiring Defendants to provide Microsoft a
14 full and complete accounting of all profits received by Defendants from their distribution or
15 sale of infringing Microsoft software and/or materials, and of any other amounts due and
16 owing to Microsoft as a result of Defendants' illegal activities;

17 7. That the Court order Defendants to pay to Microsoft both the costs of this
18 action and the reasonable attorney's fees incurred by Microsoft in prosecuting this action;
19 and
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2 8. That the Court grant to Microsoft such other and additional relief as is just
3 and proper.
4

5 DATED this 5th day of May, 2008.
6

7 PERKINS COIE LLP

8
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